

31-0490

Contract no. 324

1-1-16

AGREEMENT

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

BETWEEN

FEB 10 1989

Lincoln Park Borough

RUTGERS UNIVERSITY

BOROUGH OF LINCOLN PARK

(MORRIS COUNTY, NEW JERSEY)

AND

SERVICE EMPLOYEES INTERNATIONAL UNION

AFL-CIO

(School Crossing Guards)

X JANUARY 1, 1989 to DECEMBER 31, 1990

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FEB 10 1989

AGREEMENT

RUTGERS UNIVERSITY

By this Agreement, made this 31<sup>st</sup> day of January, 1989, by and between the BOROUGH OF LINCOLN PARK (hereinafter referred to as "BOROUGH") and the SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, (hereinafter referred to as the "UNION"), which has as its purpose the promotion of harmonious relations between the Borough and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment, the parties hereto mutually agree as follows:

ARTICLE 1

RECOGNITION

- A. The Borough of Lincoln Park recognizes the Union as the exclusive collective bargaining agent concerning salaries, hours and other terms and conditions of employment for School Crossing Guards (hereinafter referred to as "employees" or "members of the bargaining unit"), excepting therefrom all C.E.T.A. employees.
- B. Persons employed as School Crossing Guards shall be appointed by the Governing Body of the Borough of Lincoln Park for terms not exceeding one year, in accordance with State Law. The following shall be excluded from the bargaining unit:
- (A) all managerial and supervisory staff, (B) all temporary employees, and
  - (C) all workers hired and funded on a joint, cooperative basis with another unit of government.

## ARTICLE 2

### DISCRIMINATION AND COERCION

Neither the Borough, nor the Union, nor any of their agents, shall discriminate against, or in favor of, or intimidate or coerce any employee because of his Union membership or non-membership or his participation or non-participation in Union activities. Neither the Borough nor the Union shall discriminate against any employee because of race, color, sex, religion, national origin, political affiliation, marital status, age, or physical disability (unless based on a bona fide job requirement).

ARTICLE 3

UNION SECURITY

The Borough agrees to give effect to the following form of Union security:

- A. All employees who are members of the bargaining unit on the date of execution of this Agreement, may remain members of the bargaining unit in good standing.
- B. It is agreed that at the time of hiring, the Borough will inform newly hired employees, who fall within the bargaining unit, that they may join the Union ninety (90) calendar days thereafter.

ARTICLE 4

DUES CHECK-OFF

- A. The Borough agrees to deduct the Union's monthly membership dues from the pay of those employees who individually request such in writing. The deduction shall be made in compliance with State Law.
- B. If, during the term of this Agreement, the Union effectuates any change in the rate of membership dues, the Union shall furnish to the Borough written notice of same sixty (60) days prior to the effective date of such change.
- C. Within fifteen (15) days of deduction, the amounts so deducted shall be certified to the Borough by the Union and the aggregate deductions of all employees shall be remitted to the Union together with the list of names of all employees for whom the deductions were made.
- D. The Union shall provide the necessary "check-off authorization" form and the Union shall secure the signatures of its members on the forms and deliver the signed forms to the Borough. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon the salary deduction authorization forms submitted by the Union to the Borough.
- E. An employee may terminate his dues deduction by writing to the Union and Borough in accordance with State Law. The Borough shall cease deducting dues for said employee as of January 1 or July next succeeding the date on which the notice of termination was filed by said employee.



## ARTICLE 5

### MANAGEMENT RIGHTS

- A. In order to effectively administer the affairs of the Borough and to properly serve the public, the Borough hereby reserves and retains unto itself, as public employer, all the powers, rights, authorities, duties and responsibilities conferred upon and vested in it by law or otherwise prior to the signing of this Agreement. In accordance with Civil Service Rules and Regulations, except where expressly modified by this Agreement, the Borough's prerogatives include the following rights without the limit of the foregoing.
1. to manage and administer the affairs and operations of the Borough;
  2. to direct the Borough's working forces and operations;
  3. to hire, promote and assign employees;
  4. to demote, suspend, discharge or otherwise discipline employees;
  5. to maintain efficiency of the Borough's operations;
  6. to determine the methods, means, job classifications and personnel by which such operations are to be conducted;
  7. to discharge employees from duties because of lack of work or for other legitimate reasons, such layoffs to be made in order of seniority, in the class, the person(s) last appointed to be the first laid off;
  8. to determine reasonable schedules of work and establish methods and processes by which such work is to be performed;
  9. to take whatever actions may be necessary to carry out the responsibilities of the Borough;
  10. to hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, of their dismissal or demotion; and

11. to promulgate rules and regulations from time to time, which may effect the orderly and efficient administration of municipal government.

B. With respect to Paragraph A above, the Borough's use and enjoyment of its powers, rights, authorities, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion in connection therewith, shall be limited only by the terms of this Agreement and to the extent that the same conform to the laws of New Jersey and of the United States.

C. Nothing contained in this Agreement shall operate to deny to or restrict the Borough in the exercise of its rights, responsibilities and authorities pursuant to the laws of this State or the United States.

D. The Union hereby acknowledges that the Borough being a public agency is free to use Union or non-union contractors and subcontractors without interference from the Union, its officers or its members. Further, the Borough shall have the right, at its discretion, to apportion work by subcontract or other similar means, as it may see fit, in order that the services to be performed by the Borough may be carried out for the benefit of the public.

**ARTICLE 6**  
**GRIEVANCE PROCEDURE**

**A. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate. Where there is a dispute, and pending the grievance procedures, work shall continue in the regular and orderly manner without interruption.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of his departmental supervisory staff and having the grievance adjusted without formal proceedings.

**B. Definition**

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of the provisions of this Agreement and may be raised by an individual, the Union or the Borough.
2. "Days" means working days exclusive of weekends and holidays.

**C. Steps of the Grievance Procedure**

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

**1. Step One: Department Head**

- a. A member of the bargaining unit having a grievance shall, within ten (10) days after the occurrence of the grievance, submit such grievance, in writing, signed and dated, to the department head. Any grievance not filed within ten (10) days of its occurrence

shall be considered void.

- b. The written grievance must identify the grievant by name(s); if filed by the Union, it must identify the Union's representative as well; must set forth with particularity a clear and concise statement of the facts constituting the grievance, including the specific action or failure to act alleged, the time and place of occurrence of such specific action or failure to act, and the names of the person(s) causing such action or failure to act, if applicable, and the specific contract provision(s) forming the basis of the grievance; and must set forth with particularity the remedy sought by the grievant. The matters and persons specified and identified in a written grievance shall not be expanded upon or added to subsequent to its filing.
- c. Once a grievance comporting with the foregoing requirements of specificity and identification is timely filed, the department head shall render a decision within five (5) working days after receipt of the grievance.

2. Step Two: Department Director

- a. In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the immediate superior has not served a timely written response at Step One, then within five (5) working days after the response date set forth in Step One the grievant may present the written grievance and any written response received at Step One to the Department Director, together with a written, signed and dated statement of the grievant's dissatisfaction with the results at Step One.

- b. Upon receipt of the grievance, the Department Director, or his representative, shall render a decision in writing within five (5) working days from the receipt of the grievance.

3. Step Three: Borough Administrator

- e. In the event the grievance is not resolved to the grievant's satisfaction at Step Two, or in the event the Department Director has not served a timely written response at Step Two, then within five (5) working days after the response date set forth in Step Two, the grievant may present the written grievance and any written response(s) received at Steps One and/or Two to the Borough Administrator, together with a written, signed and dated statement of the grievant's dissatisfaction with the results in Step Two.
- b. Upon receipt of the grievance, the Borough Administrator, or his representative, shall review the matter and make a determination within ten (10) working days from the receipt of the grievance.

4. Step Four: Arbitration

- e. Should the aggrieved person be dissatisfied with the decision of the Borough Administrator, or should the Borough Administrator fail to respond within the time period prescribed in Step Three, then such aggrieved person may file within twenty (20) working days for binding arbitration. The Arbitrator shall be chosen in accordance with the rules of the New Jersey Board of Mediation.
- b. If the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration.
- c. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority

to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

- d. The cost of the services of the arbitrator shall be borne equally between the Borough and the Union. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
- e. The arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) calendar days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

The award of the arbitrator shall be final and binding on the parties.

5. Scheduling of Conferences, Meetings and Hearings

Grievance and arbitration conferences, meetings and hearings shall be held at mutually acceptable times and places, provided that such conferences, meetings and hearings shall be scheduled after an employee's regular working hours whenever reasonably possible. The individual grievant may have, if he so chooses, an employee representative from the Union to assist in the resolution of the grievance at such conferences, meetings and hearings. In the event such conferences, meetings and hearings are scheduled during employee's regular working hours, the individual grievant, the participating employee representative from the Union, and any necessary employee witnesses shall be released from work without loss of regular straight time pay for the purpose of participating therein. Requests for employee representatives and witnesses shall be made to the Borough Administrator in writing by no later than three (3) days prior to the date of any conference, meeting or hearing, and such dates shall be scheduled considering the availability of all parties and witnesses and the needs of the Borough.

**D. Borough Grievances**

Grievances initiated by the Borough shall be filed directly with the Union within ten (10) calendar days after the event giving rise to the grievance has occurred. Failure to act within said ten (10) calendar days shall be deemed to constitute abandonment of the grievance on the part of the Borough. A meeting shall be held within ten (10) calendar days after filing a grievance between the representatives of the Borough and the Union in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made within twenty (20) calendar days after such meeting, the Borough Administrator may within ten (10) calendar days thereafter file for binding arbitration in accordance with Step Four above. In no event shall the exercise of this provision or the fact of its availability to the Borough be deemed a waiver of any right under appropriate circumstances to injunctive relief.

**E. Grievance Representative**

A grievant may be represented by a member of the Union or anyone else of the grievant's choosing at Step One or at any subsequent proceeding, but only if the grievant so requests such representation. If the grievant does not elect to be represented by the Union at said proceeding, a Union representative may, nevertheless, be present to protect the Union's contractual interests.

**F. Civil Service Jurisdiction**

Notwithstanding any foregoing provisions to the contrary, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties hereby direct the arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission Review and Decision.

**G. Grievance Limitation**

It is mutually agreed by both parties that no grievance relating to an incident that occurred prior to the execution of this contract will be entertained under the provisions of this contract.

**H. Disciplinary Proceedings**

Civil Service Rules and Regulations shall govern all disciplinary actions. When a suspension, fine, demotion or discharge for disciplinary purposes is taken against any member of the bargaining unit, the employee subject to said disciplinary action may grieve such action in accordance with Section C of this Article provided the employee first submits to the Borough a written waiver of his right to appeal before the Civil Service Commission.



## ARTICLE 7

### NO-STRIKE PLEDGE

- A. The Union covenants and agrees that during the term of this Agreement neither the Union, its officers or members, nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., either the concerted or planned failure to report for duty, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walkout or other job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slow-down, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.
- C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent any strike, work stoppage, slow-down, walkout or other job action against the Borough. In the event that any of the employees violate the provisions of this Article, the Union shall immediately order any of its members who participate in such action back to their jobs, forward copies of such order to the Borough, and use every means at its disposal to influence the employees to return to work.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

E. The Borough shall not "lock out" members of the bargaining unit on a concerted or discriminatory basis, as a means of bringing them to accept the Borough's terms.

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ARTICLE 14  
UNIFORMS

A. Uniforms and Replacement:

Beginning January 1, 1989, the uniform issue shall include in addition to long sleeve shirts, two (2) pair of pants, a short sleeve shirt, safety vest, hat, breast and hat badges, foul weather gear, waterproof cap covers, foul weather boots, a spring jacket, winter hat (fur type with each protectors), and two (2) turtleneck shirts.

B. Maintenance Allowance:

Effective 1/1/89 a \$75.00 (seventy-five) dollar per year maintenance allowance payable the first approved pay day of the year. New employees shall receive pro-rata payments according to date of hire.

Effective 1/1/90 a \$100.00 (one hundred) dollar per year maintenance allowance payable the first approved pay day of the year. New employees shall receive pro-rata payments according to date of hire.

All employees shall be provided with replacement items, if necessary, and approved by the Borough Administrator.

C. Other Conditions:

Employees shall be required to wear the uniform during working hours. All uniforms shall be inspected by the Department Head or his designated representative from time to time during the year to insure property condition, cleanliness and uniformity. Upon termination of employment, the employee shall return his uniform to the Borough.

## ARTICLE 15

### INJURY LEAVE

- A. Where an employee covered under this Agreement suffers a work-connected injury or disability, the Borough shall continue such employee at full pay for six (6) months during the continuance of such employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Borough.
- B. After the six (6) month period, the Borough will continue to provide full pay until a final judgement is made by the State Workmen's Compensation Board. During this period, the employee's accumulated sick leave will be applied at the rate of one-half ( $\frac{1}{2}$ ) sick day per day of continued injury leave.
- C. The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the Borough may reasonably require the said employee to present such certificates from time to time.
- D. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its insurance carrier, then, and in that event, the burden shall be on the employee to establish such additional period of disability by obtaining a judgement in the Division of Worker's Compensation, or by the final decision of the last reviewing court which shall be binding upon the parties.
- E. For the purpose of this Article, injury or illness incurred while the employee is working in any Borough authorized activity shall be considered in the line of duty, in keeping with State Law or applicable court decisions.

F. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, or as to the extent of temporary disability, the parties agree to be bound by the decision of an appropriate Worker's Compensation judgement, or, if there is an appeal therefrom, the final decision of the last reviewing court.

## ARTICLE 16

### UNION REPRESENTATIVE

- A. Accredited representatives of the Union may enter the Borough facilities or premises at reasonable hours for the purpose of briefly observing conditions and assisting in the adjustment of grievances. When the Union desires to have its representatives enter the Borough facilities or premises, it shall give prior notice thereof to the appropriate Borough representative and the Union representative shall not be reasonably denied access to the premises. There shall be no interference with the normal operations of the business of Borough government or the normal duties of employees. There shall be no Union business transacted nor meetings held on Borough time.
- B. The Union shall notify the Borough of the officers and stewards representing the Union in connection with the terms and provisions of this Agreement. A steward, upon prior notice to and approval by his immediate supervisor, may investigate a grievance during working hours without loss of pay. Such approval by the superior shall not be unreasonably denied.

ARTICLE 17

BULLETIN BOARDS

The Borough shall permit the Union the use of one bulletin board for the purpose of posting notices, communications or other information in connection with the Union and its activities. Such postings shall be initialed by a Union representative and shall not be of an unreasonable nature. A copy of all postings shall be submitted to the Borough Administrator. The size and location of the bulletin board shall be agreed to by both the Borough and the Union.

**ARTICLE 18**

**LEAVES OF ABSENCE**

Employees subject to this Agreement may be granted a leave of absence according to the applicable Civil Service Rules for the State of New Jersey, revised April 15, 1971.



## ARTICLE 19

### PERSONAL LEAVE

*Effective January 1, 1989 four (4) noncumulative paid personal days shall be granted to each employee, each calendar year.*

*Such personal days may be taken on any date approved by the Department Head, after adequate prior notice. If such days are not used by April 1st, of the following year, they shall be forfeited.*

*The aforementioned paid personal days are granted in addition to "snow days" and may be used by employees for sickness, bereavement, or any other legitimate purpose. An employee shall, whenever possible, provide 24 hour advance notice to the Borough of the employee's intention to take an authorized personal days.*

ARTICLE 20

VOLUNTEER FIRE OR  
FIRST AID SQUAD DUTY

Employees who are members of the Lincoln Park volunteer fire companies or the First Aid Squad, upon being summoned to an emergency call in response to a fire alarm, radio dispatch or telephone call, shall be excused from their work duties during regular work hours with no loss of pay until the emergency has ended, provided, however, that in the sole judgement of the Borough, the employee's absence will not result in a public safety detriment.

ARTICLE 21

MUTUAL RESPECT CLAUSE

The Borough and Union agree that on-the-job relationships between management and other employees shall be based on mutual respect, within the prerogatives established under Article 5, "Management Rights".

## ARTICLE 22

### UNION LEAVE

The Borough shall grant up to an aggregate of five (5) unpaid days of leave every two years to be distributed among members of the bargaining unit to attend Union conventions or seminars. Such leave shall be requested in advance and shall not be unreasonably denied by the Borough Administrator.

## ARTICLE 23

### JURY DUTY

An employee who is called for jury duty shall be paid the difference between the daily fee allowed by the Court and straight time pay for regularly scheduled working time lost, exclusive of overtime and standby pay. A written request for such leave shall be given by the employee to his supervisor at least two (2) weeks in advance, or upon receipt of summons, if this occurs within two weeks of jury duty.

ARTICLE 24

CONTINUATION CLAUSE

Subject to the Public Employment Relations Act, the Union and Borough agree that all contract terms shall remain in full force and effect after expiration of the contract; and the contract may be terminated thereafter by either the Union or the Borough only in accordance with the notification procedures mandated by the Public Employment Relations Commission.

ARTICLE 25

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, negotiations shall not be initiated with respect to any such matter whether or not covered by this Agreement, and whether or not within knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement, unless both the Union and the Borough mutually consent in writing to the reopening of negotiations concerning the specified matter(s).
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 26

SEPARABILITY AND SAVINGS CLAUSE

- A. It is understood and agreed that if any provision of this Agreement or the application of the Agreement to any person or circumstance shall be held invalid, by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative and the remainder of this Agreement shall continue in full force and effect.
- B. If any such provisions are so invalid, the Borough and the Union will meet for the purpose of negotiating changes made necessary by applicable law.



**ARTICLE 27**  
**MISCELLANEOUS**

**A. Bereavement Leave:**

In case of death in the immediate family, an employee shall be granted up to five (5) days paid leave provided the employee attends the funeral or memorial services.

Immediate family shall be defined as the employee's husband, wife, child, stepchild, mother, father, brother or sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, maternal and paternal grandparents.

Reasonable verification of the event may be required by the Borough.

**B. Holidays:**

Employees shall be entitled to six (6) paid holidays per year beginning January 1, 1989. Those days are as follows:

1. New Years Day
2. Good Friday
3. Memorial Day
4. Columbus Day
5. Thanksgiving Day
6. Christmas Day

Those holidays shall be celebrated on the days authorized by the Borough.

**C. Sick Leave:**

Beginning January 1, 1989, employees shall be entitled to four (4) paid sick days per year. Unused sick days shall accumulate from year to year.

Effective January 1, 1990, employees shall be entitled to five (5) paid sick days per year. Unused sick days shall accumulate from year to year.

**D. Certificate Award Program:**

Beginning in 1989 a Certificate Award Program shall be initiated by the Borough/Union in recognition of exemplary service.

**E. Vacation:**

Beginning January 1, 1990, members with five (5) years or more of continuous service shall be entitled to three (3) paid vacation days per year. Vacation days must be taken during Christmas recess.

**ARTICLE 28**

**TERM AND RENEWAL**

*This Agreement shall be in full force and effect retroactively as of January 1, 1989 and shall remain in effect to and including December 31, 1990. This Agreement shall continue in full force and effect from year to year thereafter, unless one part or the other gives notice in writing, no sooner than one hundred and fifty (150) days, no later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.*

IN WITNESS WHEREOF, the parties hereto have hereunto  
set their hand and seals at the Borough of Lincoln Park, New  
Jersey, on this 31st. day of January,  
1989.

SERVICE EMPLOYEES INTERNATIONAL UNION

BY:

John K. Kulev

BOROUGH OF LINCOLN PARK

BY:

Michael J. Harrigan, Mayor

ATTEST:

Annette Maida

Annette Maida, Borough Clerk